



EXCLUSIVE AUTHORIZATION TO LOCATE SPACE

Prepared by: Agent _____
Broker _____

Phone _____
Email _____

NOTE: This form is by a leasing agent when employed by a tenant as their sole agent to locate property and negotiate terms and conditions for its rental or lease for a fixed period of time.

DATE: _____, 20_____, at _____, California.
Items left blank or unchecked are not applicable.

1. RETAINER PERIOD:

1.1 Tenant hereby retains and grants to Broker the exclusive right to locate space of the type described below and to negotiate terms and conditions for its rental acceptable to Tenant, for a retainer period beginning on _____, 20_____, and terminating on _____, 20_____.

2. BROKER'S OBLIGATIONS:

2.1 Broker to use diligence in the performance of this employment.
2.2 If Tenant's intended lease period exceeds one year, Tenant acknowledges receipt of the Agency Law Disclosure. [See ft Form 305]

3. GENERAL PROVISIONS:

- 3.1 Tenant authorizes Broker to cooperate with other agents and divide with them any compensation due.
- 3.2 Broker may have or will contract to represent Owners of comparable properties or represent Tenants seeking comparable properties during the retainer period. Thus, a conflict of interest exists to the extent Broker's time is required to fulfill the fiduciary duty owed to others he now does or will represent.
- 3.3 Before any party to this agreement files an action on a dispute arising out of this agreement which remains unresolved after 30 days of informal negotiations, the parties agree to enter into non-binding mediation administered by a neutral dispute resolution organization and undertake a good faith effort during mediation to settle the dispute.
- 3.4 The prevailing party in any action on a dispute shall be entitled to attorney fees and costs, unless they file an action without first offering to enter into mediation to resolve the dispute.
- 3.5 This agreement will be governed by California law.

4. BROKERAGE FEE:

NOTICE: The amount or rate of real estate fees is not fixed by law. They are set by each Broker individually and may be negotiable between the Tenant and Broker.

- 4.1 Tenant agrees to pay Broker see attached fee schedule [See ft Form 113], or _____ of the rental price of the space located, IF:
 - a. Tenant, or any person acting on Tenant's behalf, leases space located during the retainer period;
 - b. Tenant terminates this employment of Broker during the retainer period; or
 - c. within one year after termination of this agreement, Tenant or their agent commences negotiations which later result in a transaction contemplated by this agreement with a landlord with whom Broker, directly or indirectly, negotiated during the period of this agreement. Broker to identify prospective properties by written notice to Tenant within 21 days after termination of this agreement. [See ft Form 123]
- 4.2 If this agreement terminates without Tenant becoming obligated to pay Broker a fee, Tenant to pay Broker the sum of \$_____ per hour of time accounted for by Broker, not to exceed \$_____.
- 4.3 If Landlord of space leased to Tenant agrees to pay a fee acceptable to the Broker, Tenant's obligation to pay a brokerage fee will be satisfied.

TYPE OF SPACE SOUGHT:

GENERAL DESCRIPTION _____
LOCATION _____ SIZE _____
RENTAL AMOUNT/TERM _____

I agree to render services on the terms stated above.

Date: _____, 20_____
Broker's Name: _____
Broker's CalBRE #: _____
Agent's Nae: _____
Agent's CalBRE #: _____

Signature: _____
Address: _____

Phone: _____ Cell: _____
Email: _____

I agree to employ Broker on the terms stated above.

See attached Signature Page Addendum. [ft Form 251]
Date: _____, 20_____
Tenant: _____

Signature: _____
Tenant: _____

Signature: _____
Address: _____

Phone: _____ Cell: _____
Email: _____